

ORDINANCE No. 117991

COUNCIL BILL No. 111093

Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that the _____

Full Council vote 6-0

COMPTROLLER FILE No. _____

Introduced: <u>JAN 1 0 1995</u>	By: <u>MANNING</u>
Referred: <u>JAN 1 0 1995</u>	To: <u>Full Council</u>
Referred: <u>W</u>	To: _____
Referred: _____	To: _____
Reported: <u>JAN 2 2 1995</u>	Second Reading: <u>JAN 2 2 1995</u>
Third Reading: _____	Signed: <u>JAN 2 2 1995</u>
Presented to Mayor: <u>JAN 2 3 1995</u>	Approved: <u>Full</u>
Returned to City Clerk: <u>JAN 2 9 1995</u>	Published: <u>Full</u>
Vetoed by Mayor: _____	Veto Published: _____
Passed over Veto: _____	Veto Sustained: _____

Committee Chair

ORDINANCE

117991

1 AN ORDINANCE relating to the permit granted to the Fremont
2 Dock Company to use and occupy that portion of Fremont Avenue
3 North under the Fremont Bridge lying north of the Lake
4 Washington Ship Canal by amending Section 1 and 13 Ordinance
5 106488 to establish the annual fee for the last five (5) years
6 of the permit, and granting to the City of Seattle a twenty-five
7 (25) foot wide easement across Permittee's property.

8 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

9 Section 1. That Section 1 of Ordinance 106488 is hereby
10 amended to read as follows:

11 Section 1. There is hereby granted to ((J. R. Burke)),
12 Fremont Dock Company hereinafter called the Permittee, ((his))
13 its successors and assigns, permission, subject to the terms and
14 conditions hereinafter provided, to use and occupy that portion
15 of Fremont Avenue North under the Fremont Bridge and lying
16 between the northerly margin of the Lake Washington Ship Canal
17 and the southerly boundry of the Burlington Northern Main Line
18 Right-of-Way, for use in connection with the business or
19 businesses conducted by Permittee, ((his)) its successors and
20 assigns on the abutting properties. After November 25, 1995 the
21 area lying between the northerly margin of the Lake Washington
22 Ship Canal and Bent #4 located approximately 80 feet north of
23 the Fremont Bridge bascule will be occupied by the Seattle
24 Engineering Department for street and bridge maintenance
25 purposes, see Exhibit A.

26 Section 2. That Section 13 of Ordinance 106488 is hereby
27 amended to read as follows:

28 Section 13. Permittee, ((his)) its successors and assigns,
shall pay to the City of Seattle such amounts as may be justly
chargeable by said City ((as the cost of inspection)) for the
use and occupation of said area discribed in Section 1 hereof,
and in addition shall promptly pay ((annually)) in advance to
the City of Seattle, upon ((bills)) statements rendered by the
((City Engineer)) Director of Engineering ((a)) an annual fee
for the priviledge granted and exercised hereunder of ((\$1,720))
Five Thousand Two Hundred Sixth-Five Dollars (\$5,265.00) ((per

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year)) for each year of the permit. All payments shall be made to the City Finance Director for the credit of the General Fund.

Section 3. Permittee shall grant to the City of Seattle a twenty-five (25) foot wide easement across its property from North Northlake Way to beneath the Fremont Bridge, for ingress and egress to said bridge for bridge maintenance and maintenance related activities during the term of the permit, until March 25, 1997.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 22 day of January, 1996, and signed by me in open session in authentication of its passage this 22 day of January, 1996.

Jon Drago
President _____ of the City Council

Approved by me this 29 day of January, 1996.

Mormon B. Pie
Mayor

Filed by me this 29 day of January, 1996.

Margaret Carter
Clerk

(SEAL)

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Seattle
Engineering Department

John D. Okamoto, Director
Norman B. Rice, Mayor



December 19, 1995

The Honorable Jim Street, President
Seattle City Council
1100 Municipal Building
600 Fourth Avenue
Seattle, Washington 98104

VIA: Mayor Norman B. Rice
Attention: Tom Tierney, Director
Office of Management and Planning
Subject: Fremont Dock Company - Term Permit Renewal

Honorable Members:

Ordinance 106488, which is enclosed for your reference, grants the Fremont Dock Company permission to use and occupy that portion of Fremont Avenue North, under the Fremont Bridge, lying north of the Lake Washington Ship Canal. The annual fee, which was established for the first five years of the permit, is past due for renewal, and has been under negotiation for the past several years, because of the Seattle Engineering Department's changing need for use of a portion of the permitted area.

The City is currently using a portion of the area beneath the Fremont Bridge for street and bridge maintenance purposes. The area is landlocked, and, therefore, the City does not now have legal access to this area, or to the substructure of the bridge.

The draft ordinance proposes to amend Section 1 of Ordinance 106488 to define the area required for City use; and Section 13 to provide for an increase in the annual fee for use of the area by the Fremont Dock Company.

Because of the need for the City to use a portion of the area beneath the bridge, the enclosed draft ordinance also provides that the permittee grant the City of Seattle a twenty-five foot wide easement across its property from North Northlake Way to beneath the Fremont Bridge.

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Seattle Engineering Department, Room 400, Seattle Municipal Building, 600 Fourth Avenue, Seattle, Washington 98104-1879 (206) 684-5000 VTDD (206) 233-1088

The Honorable Jim Street
December 19, 1995
Page 2

Suzanne Burke, President of the Fremont Dock Company, had been involved in the preparation of the draft ordinance, and is aware of its terms and conditions.

I recommend that the enclosed draft ordinance, to amend Sections 1 and 13 of Ordinance 106488, be approved by the City Council.

Respectfully Submitted,

for *CFK*
John D. Okamoto, Director
Seattle Engineering Department

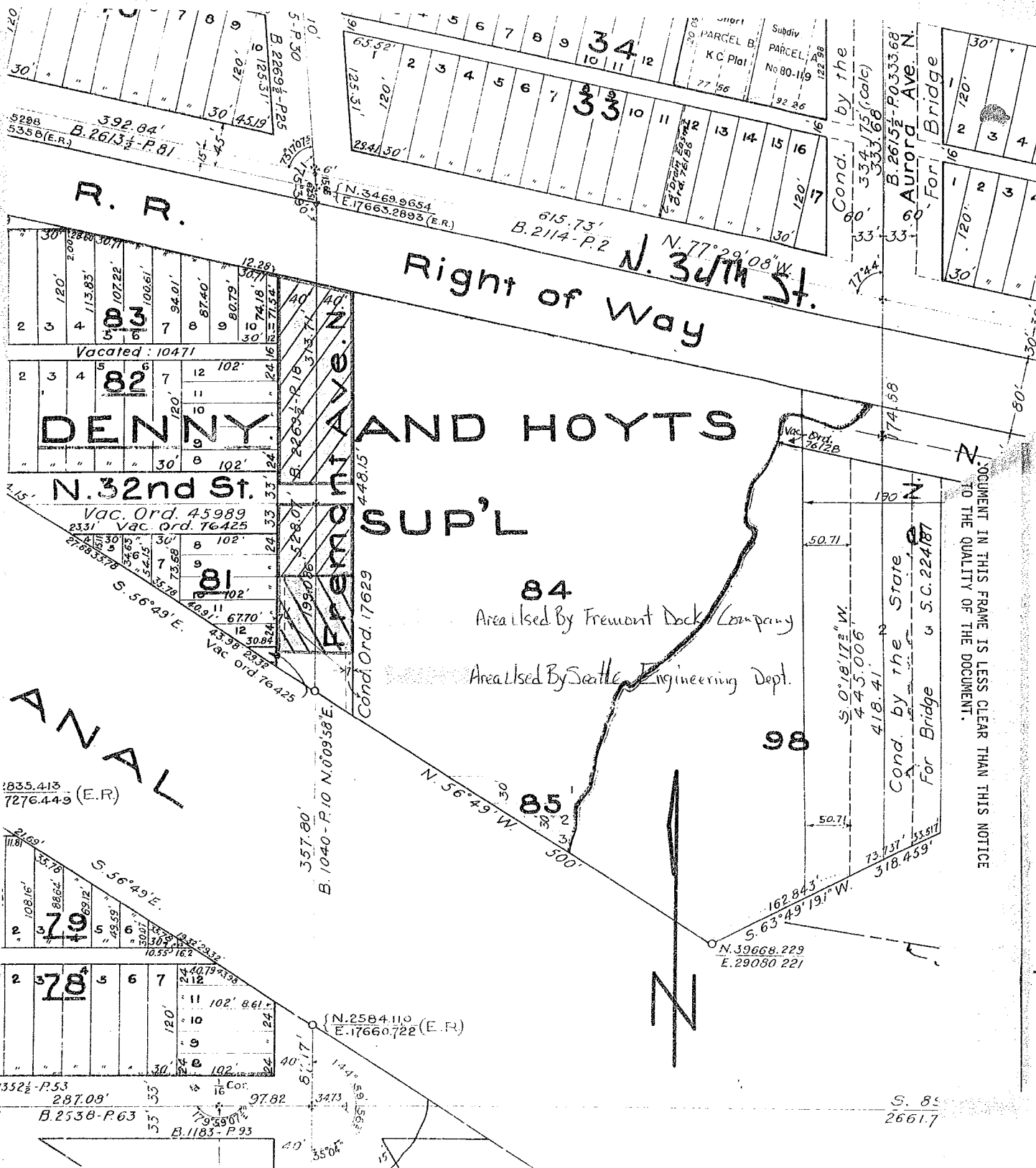
JDO/KTJ:rha

Enclosure

cc: Martha Choe, Chair, Seattle City Council, Transportation
and Economic Development Committee

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CC Ray all went

ORDINANCE 106488

AN ORDINANCE granting J. R. Burke a renewable ten year permission to conditionally use and occupy that portion of Fremont Avenue North under the Fremont Bridge lying north of the Lake Washington Canal.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. There is hereby granted to J. R. Burke, hereinafter called the Permittee, his successors and assigns, permission subject to the terms and conditions hereinafter provided to use and occupy that portion of Fremont Avenue North under the Fremont Bridge and lying between the northerly margin of the Lake Washington Canal and the southerly boundary of the Burlington Northern Main Line Right-of-Way for use in connection with the business or businesses conducted by Permittee, his successors and assigns on the abutting properties.

Section 2. That the permission herein granted to the Permittee, his successors and assigns, shall be for a period of ten (10) years from March 26, 1977 and shall cease and terminate at 11:59 p.m. on March 25, 1987, provided, however, that upon the application of the Permittee, the City Council may, by resolution, renew said permit for two successive ten-year periods, provided that the term of the permission as so extended shall not exceed a total of thirty (30) years, subject to the right of The City of Seattle by each such renewal resolution, to revise upward or downward the fee provided for in Section 13 hereof and by ordinance to then revise any of the conditions contained herein. In the event that said permit is not renewed or that the permission hereby granted extends to its termination in thirty (30) years on March 25, 2007 or that the City at any time after March 26, 1977 requires the area under the Fremont Bridge for its own use, then upon thirty (30) days notice from the

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1 Board of Public Works, the Permittee shall remove from said
2 street area any lumber or other material belonging to it but
3 shall not remove any of the sprinkler system, watermain,
4 fire curtains or other installations which shall thereupon
5 belong to the City of Seattle and shall remain in place as
6 fire protection for said bridge.

7 Section 3. Permittee agrees to maintain the existing
8 fire curtains in a good state of repair. Said curtains
9 shall not be allowed to interfere with the expansion joints
10 of the bridge.

11 Section 4. Permittee agrees to maintain the existing
12 sprinkler system and submit quarterly reports to the Seattle
13 Engineering Department to verify that this system is in
14 working condition.

15 Section 5. The installations referred to in Sections
16 3 and 4 shall be kept and maintained by the Permittee in a
17 good state of repair and in an effective workable condition
18 at his cost and expense. Whenever required by the Board of
19 Public Works, Permittee shall reconstruct and repair any of
20 said installations to the satisfaction of said Board.

21 Section 6. Permittee may terminate this agreement by
22 giving thirty (30) days notice in writing of his intention
23 so to do to the Board of Public Works, and within such
24 thirty day period Permittee shall have the right to remove
25 all property belonging to him which he may have placed
26 within said area, except the permanent installations referred
27 to in Section 2 hereof.

28 Notwithstanding termination or expiration of the
29 permission herein granted, cessation of use of the space
30 herein permitted to be occupied or removal or relocation
31 from such space of his lumber or other materials, Permittee,
32 his successors and assigns shall remain bound by his obligations

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1 contained in this ordinance until (a) the property of Permittee,
2 his successors and assigns, except as provided in Section 2
3 hereof is removed from the permit area, (b) said area is
4 vacated and restored in a manner and to a condition satisfactory
5 to the Board of Public Works and (c) said Board of Public
6 Works certifies that Permittee has discharged his obligations
7 herein.

8 Section 7. No explosive or flammable liquid or compound
9 as defined by the Seattle Fire Code (Ordinance 106107), as
10 amended, shall at any time be kept, stored or used in the
11 space covered by this permit except that this prohibition
12 shall not be construed to cover flammable liquid fuel in the
13 fuel tanks of automotive vehicles temporarily placed under
14 the bridge to permit immediate loading or unloading thereof.

15 Section 8. Permittee agrees upon receiving a bill
16 therefor from the City to promptly pay any loss or damage
17 caused by the negligence of the Permittee to the Fremont
18 Bridge or any other property of said city on account of the
19 use and occupancy of said area by Permittee; and further
20 agrees at all times to protect and save harmless the City of
21 Seattle from all claims, actions, suits, liability, loss,
22 costs, expenses or damage of every kind and description
23 which may accrue to or be suffered by any person or persons
24 by reason of Permittee's use or occupancy of said area; and
25 in case any action or suit shall be instituted or begun
26 against said City for damages arising out of or by reason of
27 any such use or occupancy, said Permittee shall upon notice
28 to Permittee upon commencement of said action or suit defend
29 the same at Permittee's sole cost and expense; and in case
30 judgment shall be rendered against the City in any such
31 action or suit Permittee shall fully satisfy such judgment
32 within ninety (90) days after such action or suit shall have

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1 been finally determined.

2 Section 9. The Permittee, his successors and assigns,
3 shall not reconstruct, relocate, replace or readjust existing
4 installations without the consent and approval of the Board
5 of Public Works.

6 Section 10. Permittee agrees at all times to maintain
7 for the protection of the City, a third party property
8 damage liability insurance policy or policies in the sum of
9 \$2,000,000 as well as to keep in full force and effect a
10 fire insurance policy in the sum of \$1,000,000 and to furnish
11 the City Engineer with certificates evidencing that such
12 policies are in force. Such liability and fire insurance
13 policies shall contain a provision that they are neither
14 alterable or cancellable without ten (10) day prior written
15 notice to the City.

16 Section 11. The City shall at all times have the right
17 to enter upon the area covered by this permit for inspection
18 or repairs of the bridge above the area; and Permittee shall
19 when directed so to do temporarily vacate such portion of
20 the area as may be needed by the City for inspection, repair,
21 construction or reconstruction operations.

22 Section 12. In case Permittee fails to comply with
23 the terms and conditions of this permit the City may by
24 resolution of its City Council terminate and cancel this
25 permit by giving Permittee thirty (30) days notice of its
26 intention so to do by mailing a copy of the resolution to
27 Permittee at Permittee's address shown in the files of the
28 City Comptroller; Provided that if within said thirty-day
29 period the Permittee shall comply with the terms and conditions
30 hereof to the satisfaction of the Board of Public Works the
31 notice of termination and cancellation shall become ineffective.
32

Section 13. Permittee, his successors and assigns

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(To be used for all Ordinances except Emergency.)

shall pay to the City of Seattle such amounts as may be justly chargeable by said City as the cost of inspection and in addition shall pay annually in advance to the City of Seattle, upon bills rendered by the City Engineer, a fee of \$1,720 per year.

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Section 14. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 31 day of May, 1977, and signed by me in open session in authentication of its passage this 31 day of May, 1977.

President of the City Council.

Approved by me this 7 day of June, 1977.

Mayor.

Filed by me this 7 day of June, 1977.

Attest:

City Comptroller and City Clerk.

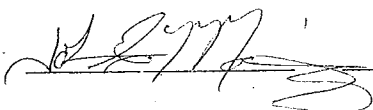
(SEAL)

Published

TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:



FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

64240
City of Seattle City Clerk

--SS.

No. ORD IN FULL

City of Seattle ORDINANCE 117891

AN ORDINANCE relating to the permit granted to the Fremont Dock Company to use and occupy that portion of Fremont Avenue North under the Fremont Bridge lying north of the Lake Washington Ship Canal by amending Section 1 and 13 Ordinance 106488 to establish the annual fee for the last five (5) years of the permit, and granting to the City of Seattle a twenty-five (25) foot wide easement across Permittee's property.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That Section 1 of Ordinance 106488 is hereby amended to read as follows:

Section 1. There is hereby granted to ((J.-R.-Burke)), Fremont Dock Company hereinafter called the Permittee, ((his)) its successors and assigns, permission, subject to the terms and conditions hereinafter provided, to use and occupy that portion of Fremont Avenue North under the Fremont Bridge and lying between the northerly margin of the Lake Washington Ship Canal and the southerly boundry of the Burlington Northern Main Line Right-of-Way, for use in connection with the business or businesses conducted by Permittee, ((his)) its successors and assigns on the abutting properties. After November 25, 1995 the area lying between the northerly margin of the Lake Washington Ship Canal and Rent #4 located approximately 80 feet north of the Fremont Bridge bascule will be occupied by the Seattle Engineering Department for street and bridge maintenance purposes. see Exhibit A.

Section 2. That Section 13 of Ordinance 106488 is hereby amended to read as follows:

Section 13. Permittee, ((his)) its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City ((as the cost of inspection)) for the use and occupation of said area described in Section 1 hereof. and in addition shall promptly pay ((annually)) in advance to the City of Seattle, upon ((bills)) statements rendered by the ((City Engineer)) Director of Engineering ((a)) an annual fee for the privilege granted and exercised hereunder of ((#1,720)) Five Thousand Two Hundred Sixty-Five Dollars (\$5,265.00) ((per year)) for each year of the permit. All payments shall be made to the City Finance Director for the credit of the General Fund.

Section 3. Permittee shall grant to the City of Seattle a twenty-five (25) foot wide easement across its property from North Northlake Way to beneath the Fremont Bridge, for ingress and egress to said bridge for bridge maintenance and maintenance related activities during the term of the permit, until March 25, 1997.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 22nd day of January, 1996, and signed by me in open session in authentication of its passage this 22nd day of January, 1996.

JAN DRAGO

President of the City Council.

Approved by me this 29th day of January, 1996.

NORMAN B. RICE,

Mayor.

Filed by me this 29th day of January, 1996.

(Seal) MARGARET CARTER,

Clerk.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, February 7, 1996.

Notice of Publication

I, the undersigned, on oath states that he is an owner of The Daily Journal of Commerce, a newspaper is a legal newspaper of general circulation and has been for more than six months continuously as a daily newspaper in Seattle, Washington, and it is now and during all of said time in full compliance with the provisions of said Ordinance maintained at the aforesaid place of publication. The Daily Journal of Commerce, June, 1941, approved as a legal newspaper of King County.

The form annexed, was published in regular circulation of Commerce, which was regularly published during the below stated period. The

The fee charged for the foregoing publication is

, which amount has been paid in full.

Subscribed and sworn to before me on

7/96

Notary Public for the State of Washington,
residing in Seattle

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64240
City of Seattle, City Clerk

[illegible]

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:117991

was published on

02/07/96

The amount of the fee charged for the foregoing publication is the sum of \$ 100.00, which amount has been paid in full.

Subscribed and sworn to before me on

02/07/96

Notary Public for the State of Washington,
residing in Seattle

US COURT WITHIN FOUR MONTHS AFTER THE DATE OF FIRST FILING OF THIS NOTICE OR R MONTHS AFTER THE FILING OF THE COPY OF THE ORDER WITH THE CLERK OF THE COURT IF LATER OR EXCEPT THOSE PROVISIONS IN RCW 11.40.011 OR 11.40.012, THE CLAIM WILL BE FOREVER BARRED. THIS NOTICE IS EFFECTIVE AGAINST BOTH THE PROBATE AND NONPROBATE ESTATE.

Filing copy of Notice to Creditors with Clerk of the Court, No. 23, 1996. First publication: Jan-96.

ANK OF WASHINGTON
 Representative.
TWIG MILLS,
 President and Trust Officer.

IN GATES & ELLIS,
 N. H. KANE, WSBA
 Attorneys for the
 1115 First Avenue, Suite
 1116, WA 98104-7078;
 7580. 2/7(63792)

TO CREDITORS
 Estate of
HN C. JEPSON
 FOR COURT OF
 King, County of King.
 Of John C. Jepson, Dec.
 No. 96-4-00407-1 SEA.
 Creditors.
 Personal Representative
 has been appointed
 qualified as personal
 representative of this estate.
 Having claims against
 must, prior to the
 claims would be
 any otherwise appli-
 of limitations,
 or claims on the per-
 representative or the
 at record at the address
 low and file an execu-
 of the claim with the
 this Court within four
 after the date of first
 filing of this notice or
 months after the first
 filing of the copy of the
 with the Clerk of the
 whether is later or, ex-
 those provisions in
 RCW 11.40.011, or
 the claim will be
 barred. This notice is
 effective against both
 assets and non-pro-
 of the decedent.
 Filing copy of Notice to
 with Clerk of Court,
 No. 23, 1996.
 First publication, Jan-

No. 23-4-96
SUPERIOR
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 In the Matter
 Wilbur H. Eckar
 95-4-04281-1 SE
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 Notice Agent
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 Seattle, WA 98
 Dated: Dec
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 JAMES H.
 Agent, c/o G
 (TCG), Suite
 Avenue, Seat
 231

GORES &
 C. GORES,
 Nonprobate

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City of Seattle

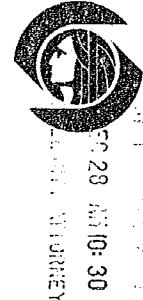
Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

December 26, 1995

The Honorable Mark Sidran
City Attorney
City of Seattle

720
OK
1-3-96



Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT:

Engineering

SUBJECT:

AN ORDINANCE relating to the permit granted to the Fremont Dock Company to use and occupy that portion of Fremont Avenue North under the Fremont Bridge lying north of the Lake Washington Ship Canal by amending Section 1 and 13 Ordinance 106488 to establish the annual fee for the last five (5) years of the permit, and granting to the City of Seattle a twenty-five (25) foot wide easement across Permittee's property.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Kwan Wong at 4-8083.

Sincerely,

Norman B. Rice
Mayor

by

Tom Tierney

Enclosure

legis:wong11

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